

July 8, 2019

Trinidad Community Association

Board of Directors

Attn: John Kern

c/o Accell Property Management

23046 Avenida de la Carlota Suite 700

Laguna Hills, CA 92653

RE: Bid # 92622 - Gutter Cleaning

Estimator: Rafael Orosco

CONSTRUCTION SERVICE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019, by and between **Trinidad Community Association**, hereinafter defined as "Client", and **ProTec Association Services**, a California corporation, dba: **ProTec Building Services**, hereinafter defined as "ProTec", pursuant to and under the following terms, provisions and conditions:

PROTEC AGREES TO THE FOLLOWING:

A. JOB LOCATION:

Trinidad Community Association, 46 Avenida Brio, San Clemente, CA 92673

B. JOB COST:

Total project cost: **\$17,500.00**

C. JOB DESCRIPTION / SCOPE OF WORK:

ProTec proposes to do the following work - Gutter Cleaning:

- Set out safety barriers and caution tape.
- Clean and remove debris from rain gutters on (35) buildings, (105) units.
- Flush downspouts to ensure proper drainage.
- Inspect gutters for damages and leaks and document any needed repairs.
- All job related debris to be removed and disposed offsite.

NOTE: All work to be of industry standards. All repairs to be submitted in writing before completing.

D. APPROXIMATE START DATE: ProTec shall begin this project within **one (1) week** after the acceptance of this Agreement. ProTec shall notify Client **twenty-four (24) hours** prior to commencement of work.

E. APPROXIMATE COMPLETION DATE: ProTec shall complete this project within **two (2) weeks** after the commencement of the work, irrespective of any rain and/or other delays.

F. MATERIALS: Materials for this project shall be guaranteed to be as specified and carry manufacturer's warranties.

G. UNSEEN DAMAGES: Non-responsibility for existing condition(s) not disclosed or unforeseen: ProTec shall not be responsible for damages suffered as a result of unforeseen

or Client's non-disclosure to ProTec of any existing condition(s) on the property or within the community that may subsequently result in future damages to or by the Client, the Board, the Homeowner(s), and/or any other person or entity.

H. PERMITS: ProTec, or the Client, to obtain any required drawings, engineering and permits prior to the start date. ProTec can obtain these under a separate Client approved Not to Exceed cost for all Permit, Administration, Engineering and Drafting Fee's if not included in the original contract price.

I. LANDSCAPING: ProTec shall not be responsible for damages to any landscaping. Every reasonable effort shall be made by ProTec to protect and minimize harm to landscaping materials.

J. SWPPP: Any discharge of water to the storm drain system, resulting from work performed in accordance with this Agreement, shall be in compliance with the Federal Clean Water Act. The cost of wastewater recovery and disposal as required by the Federal Clean Water Act in the course of fulfilling the obligations of this Agreement shall be billed to Client at the Contract Hourly Rate.

K. LICENSES:

A copy of ProTec's General Contractor's License shall be provided upon Client's request.

L. CHANGES TO THE AGREEMENT:

Any alteration or deviation from the above stated work and agreed upon specifications that result in additional cost(s) shall be made only from a written work order or authorization by Client. The additional cost(s) shall be billed in addition to the fees for the work stated within this Agreement.

M. INSURANCE:

- A standard/generic Certificate of General Liability Insurance with a minimum amount of \$2,000,000 General Aggregate, \$1,000,000 Per Occurrence, shall be provided by ProTec, naming the Client, and their Agent, as Additional Insured.
- In the event additional language or changes to the standard/generic Certificate of General Liability Insurance is requested by Client, any associated cost shall be at the expense of Client. ProTec advises, but does not represent or guarantee, that the current annual cost of a **non-standard/non-generic** Certificate of General Liability Insurance is approximately between \$250.00 and \$500.00. ProTec shall notify Client in advance of ordering the Certificate of Insurance should there be any additional cost to provide the Client's requested Certificate of Insurance due to any relevant **non-standard/non-generic** requirements.
- A copy of ProTec's Certificate of Insurance shall be furnished to Client, upon Client's request, and shall provide that such insurance coverage shall not be canceled except upon a thirty (30) day written notice given to Client.
- If Client makes the request for ProTec's Certificate of Insurance prior to the Work Start Date, it shall be provided at or within a reasonable period after the completion of all signatures for this Agreement.
- Worker's Compensation Insurance covering ProTec employees in conformance with Worker's Compensation Laws shall also be provided by ProTec, at ProTec's expense.
- Evidence of Automobile Liability Insurance covering ProTec-owned vehicles used in the course of work performed shall be provided by ProTec, at ProTec's expense.

CLIENT AGREES TO THE FOLLOWING:

N. PAYMENT:

Total project cost: **\$17,500.00**

O. PAYMENT TERMS:

- \$1,000 deposit or 10% of contract amount, (whichever is less) upon signature of this Agreement.
- Payment is due upon receipt of invoice and is considered late if not paid within 30 days of invoice date.

P. PAYMENT DEFAULT:

Client acknowledges that late payment to ProTec of any sums due under this Agreement will cause ProTec to incur costs not contemplated under this Agreement, the exact amount of which will be impracticable or difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and other costs and expenses. Accordingly, in the event of default or failure by Client to pay any amounts to ProTec when due, and within no later than thirty (30) days, such unpaid amounts due shall incur a late payment charge or a Late Fee equal to 1.9% of such amounts per month, until paid in full. In addition, upon the failure of Client to make payment as required herein, ProTec shall be entitled to recover from Client all costs of collection and enforcement, including actual attorneys' fees, and lien placement and release fees. Client and ProTec agree that the above Late Fee represents a fair and reasonable estimate of the costs ProTec will incur by reason of late payment. This provision shall not, however, be construed as extending the time for payment of any amount due pursuant to this Agreement, and acceptance of such Late Fee by ProTec shall in no event constitute a waiver of Client's default with respect to such overdue amount nor prevent ProTec from exercising any of the other rights and remedies with respect to such default. The rights and remedies of ProTec are cumulative and may be pursued singly, successively, or together against Client.

Q. EXTERNAL CONTINGENCY:

This Agreement shall be contingent upon strikes, accidents, or delays beyond ProTec's control.

R. PROPOSAL DURATION:

This proposal is valid for **thirty (30) days** from the date first submitted to Client.

S. AGREEMENT:

The above prices, specifications and conditions are satisfactory and are hereby accepted by Client. ProTec is authorized to do the work as stated herein. Payment shall be made as outlined above.

T. ENFORCEMENT:

In the event any or all parties hereto become involved in litigation arising out of this Agreement or the performance or breach thereof, the prevailing party in such litigation shall be entitled to recover the full amount of costs, expenses and attorneys' fees incurred by it in defending or prosecuting such litigation.

U. WARRANTY:

ProTec warrants that all work performed by ProTec under this Agreement shall be done in a good and workmanlike manner in accordance with acceptable trade practices. Said warranty shall extend for a period of twelve (12) months from the date of substantial completion of ProTec's work. No warranty work shall be undertaken by ProTec unless full and complete payment for work under this Agreement has been received by ProTec. Under no circumstances shall ProTec Building Services be liable of the cost of any downtime, delays in

ProTec Building Services

ORANGE COUNTY OFFICE
9 Musick, Irvine, CA 92618
O: (949) 609-1060 | F: (949) 609-1066
info@ProTec.com | ProTec.com

delivery of materials, consequential damages, or liquidated damages of any type. ProTec Building Services also does not warrant the failure of any parts or equipment to operate and will not be liable for any downtime by subcontractors or other workers at the community.

SIGNATURE PAGE TO FOLLOW:

Serving Southern California & Southern Nevada

Corporate Office: 10180 Willow Creek Road, San Diego, CA 92131 | (800) 557-2217 | CA LIC: B-803435 C-33 C-36

ProTec Building Services

ACCEPTANCE OF THIS AGREEMENT: By the signatures below, the parties execute this Agreement. The Client's signature below is an authorized Agent, and has the authority and the ability to sign this Agreement, and to contract with ProTec as described herein.

CLIENT:

Bid #:92622

Name: Trinidad Community Association

Signature / Date: _____

Board Member/Property Manager Signature of Approval

Printed Name / Position: _____

Email Address: _____

Start Date: _____

Work Site Address: 46 Avenida Brio, San Clemente, CA 92673

(Number, Street, City, State, Zip, or Cross Streets, City, State, Zip)

FOR OFFICE USE ONLY

PROTEC:

Signature / Date: _____

Printed Name / Position: _____

"Notice to Directors/Owner"

State law requires anyone who contracts to do construction or maintenance work to be licensed by the Contractors State License Board in the category in which the contractor is going to be working. If the total price of the job is \$500 or more (including labor and materials) or if the contractor performs a series of small jobs, which total more than \$500 in a month, then he is required to have a general contractor's license. Laws designed to protect the public regulate licensed Contractors. If you contract with someone who does not have a license, the Contractors State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees suffered on your property. You may contact the Contractors State License Board to find out if any contractor has a valid license. The Board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgments and citations. The Board has offices throughout California. Please check the Government Pages of the White Pages for the office nearest you, or call 1-800-321-CSLB for more information.